



STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 09-X-2207981

REQ. AGENCY : 008000  
DEPARTMENT OF EDUCATION  
AGENCY REQ. NO. :  
T-NUMBER : TA018  
DATE ISSUED : 09/03/09  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1420077  
BUYER NAME : KATHY MOORE

FOR: GUARD SERVICE - BHAM

BUYER PHONE NO. : (334) 242-7040-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 09/21/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/22/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 08/19/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY  
FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY"

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

#### INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

#### ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

#### INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

#### SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

#### INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

#### BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

#### FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

#### BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, AND THIRD 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND AND THIRD 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST OR SECOND 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

## PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: R1 /

STATEWIDE

00001	COMMODITY CODE: 990-46-050792 GUARD SERVICE, IN ACCORDANCE WITH SPECIFICATION # 990D87.	1	YR		
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FOR PERIOD FROM DATE OF AWARD THRU 09/30  
10 FOR DISABILITY DETERMINATION  
SERVICE. 2545 ROCKY RIDGE LN, BIRMINGHAM  
AL TO BE BILLED MONTHLY IN ARREARS.  
SECURITY FOR DIVISION AND ITS EMPLOYEES  
BY HOURLY PATROLLING OF BUILDING AND  
PARKING LOT

SHIP TO: 008000 / 008M40  
DEPARTMENT OF EDUCATION  
DISABILITY DETERMINATION SERVICES  
2545 ROCKY RIDGE LANE  
BIRMINGHAM AL 35216-0000

PAGE TOTAL

BID TOTAL

## SECURITY GUARD SPECIFICATIONS

Revision 1 (08-17-09)

1. THE CONTRACTOR SHALL FURNISH UNIFORMED AND ARMED GUARDS TO PROTECT AND PREVENT THE PROTECTED PROPERTY AGAINST FIRES, MISUSE, SECRETING, PILFERAGE, LARCENY, THEFT, AND DAMAGE OR DESTRUCTION BY SABOTAGE, RIOTS OR OTHER INTENTIONAL ACTS OF VIOLENCE. THE GUARDS SHALL ALSO DISCOVER AND DETAIN PERSONS ATTEMPTING TO GAIN UNAUTHORIZED ACCESS TO THE PROPERTY OR SECURED AREAS. THE PRINCIPAL POSTS, DUTIES AND HOURS OF DUTY OF THE GUARDS WILL BE AGREED UPON BETWEEN THE PARTIES HERETO. IN ORDER TO COMPLY WITH SUCH AGREEMENT, THE CONTRACTOR AGREES TO FURNISH QUALIFIED REPLACEMENTS OR SUBSTITUTES FOR REGULARLY ASSIGNED GUARDS WHENEVER NECESSARY.

2. THE GUARDS SHALL AT ALL TIMES TO THE BEST OF THEIR ABILITY PERFORM THEIR DUTIES. THEY SHALL PROMPTLY REPORT TO THE DISABILITY DETERMINATION SERVICE OR DESIGNATED INDIVIDUALS ANY FIRES, THEFTS, ATTEMPTED THEFTS, DAMAGE OR DESTRUCTION OF PROPERTY, SABOTAGE OR ATTEMPTED SABOTAGE, RIOTS, ACTS OR ATTEMPTED ACTS OF VIOLENCE, CIRCUMSTANCES CAUSING SUSPICION OF INTENDED THEFTS OR DAMAGE TO PROPERTY. THE GUARD WILL REPORT ALL OTHER MATTERS RELATING TO THE SAFETY OF THE PROTECTED PROPERTY AS DISCOVERED BY THEM, OR WHICH IN THE EXERCISE OF DUE DILIGENCE SHOULD BE DISCOVERED BY THEM. THE GUARDS WILL MAKE WRITTEN REPORTS WITH RESPECT THERETO.

3. THE CONTRACTOR WILL FURNISH GUARDS COMPLETELY OUTFITTED WITH UNIFORMS AND NECESSARY EQUIPMENT, INCLUDING BADGES, AND SIDEARMS.

THE CONTRACTOR SHALL FURNISH UNIFORMS AS FOLLOWS:

- SHIRT
- TROUSERS (SKIRTS ARE OPTIONAL FOR FEMALE EMPLOYEES)
- CAP
- JACKET
- NAME TAG (OVER LEFT BREAST POCKET)
- HANDCUFFS, KEY, AND POUCH
- FLASHLIGHT AND BATTERIES (PRODUCING LIGHT EQUAL TO OR GREATER THAN A FLASHLIGHT WITH 2 "D" CELL BATTERIES)
- FLASHLIGHT HOLDER
- INCREMENT WEATHER PROTECTION (AS NEEDED)
- WHISTLE
- SHOES
- HOLSTER INCLUDING SAFETY STRAP (CROSSDRAW AND SWINDLE HOLSTERS ARE NOT AUTHORIZED)
- HOLSTER BELT
- AMMUNITION POUCH

ALL GUARD FORCE PERSONNEL SHALL WEAR A COMPLETE UNIFORM OF THE TYPE PRESCRIBED WHILE ON DUTY SO THAT A FAVORABLE IMAGE IS PRESENTED. SHOES SHALL BE SHINED AND ALL ITEMS OF CLOTHING SHALL FIT WELL AND BE CLEAN, NEAT, AND PRESSED IF APPROPRIATE. THE UNIFORM'S COLORS SHALL BE THE SAME AS THAT IN GENERAL USE BY LARGE GUARD OR POLICE ORGANIZATIONS IN THE UNITED STATES. ALL EMPLOYEES SHALL WEAR THE SAME COLOR AND STYLE OF UNIFORM. SHOULDER PATCHES WITH THE CONTRACTOR IDENTIFICATION SHALL BE WORN ON THE UNIFORM'S LEFT SHOULDER.



THE CONTRACTOR SHALL FURNISH AND MAINTAIN IN GOOD OPERATING CONDITION THE FOLLOWING FIREARMS AND AMMUNITION:

1. SEMIAUTOMATIC PISTOLS OR REVOLVERS WITH THE FOLLOWING MINIMUM SPECIFICATIONS:

- MAGAZINE OR CYLINDER CAPACITY; 6 ROUNDS MINIMUM
- BARREL LENGTH; 4-INCH MINIMUM, 6 ROUND MAXIMUM
- SPECIFIC CALIBER LIMITED TO .38 SPECIAL

2. AMMUNITION REQUIREMENTS;

- MINIMUM IS FULLY LOADED WEAPON WITH TWO RELOADS
- BALL AMMUNITION IN CALIBER FOR WEAPON USED AS SPECIFIED ABOVE.

SECURITY OFFICERS SHALL NOT BE PERMITTED TO PROVIDE THEMSELVES WITH ANY UNAUTHORIZED SUPPLEMENTAL OR PERSONAL EQUIPMENT SUCH AS CHEMICAL AGENT DEVICES, CONCEALED FIREARMS, KNIVES, PAGERS, CELLULAR TELEPHONES OR OTHER SUCH NON-STANDARD ITEMS.

3. THE CONTRACTOR AGREES THAT QUALIFIED, CAREFUL AND EFFICIENT EMPLOYEES IN STRICT CONFORMITY WITH THE PRACTICE AND SUCH STANDARDS AS MAY BE PRESCRIBED BY THE DEPARTMENT FROM TIME TO TIME SHALL PERFORM THE PROTECTION SERVICE COVERED BY THIS AGREEMENT. THE CONTRACTOR UPON THE PROTECTED PROPERTY SHALL EMPLOY NO GUARD UNTIL HIS CHARACTER AND REPUTATION AS TO HONESTY, SOBRIETY, TRUTHFULNESS, RELIABILITY AND ALL OTHER QUESTIONS SHALL HAVE BEEN CAREFULLY INVESTIGATED BY THE CONTRACTOR. APPLICATIONS AND THE RECORD OF ALL SUCH INVESTIGATIONS SHALL BE OPEN TO INSPECTION, COPYING AND REPRODUCTION BY THE DISABILITY DETERMINATION SERVICE. THE CONTRACTOR AGREES TO USE ALL REASONABLE AND PRACTICABLE MEANS NOT TO EMPLOY ANY INDIVIDUAL AS A GUARD IF HE HAS AT ANY TIME BEEN CONVICTED OF ANY FELONY OR MISDEMEANOR (OTHER THAN A VIOLATION OF ANY MOTOR VEHICLE OR TRAFFIC LAW), NOR SHALL ANY SUCH GUARD BE EMPLOYED WHO IS FOR ANY REASON WHATSOEVER OBJECTIONABLE TO THE DISABILITY DETERMINATION SERVICE.

CERTIFICATION OF A GUARD'S BACKGROUND CHECK WILL BE PROVIDED TO THE DDS SECURITY OFFICER AT THE TIME OF A GUARD'S ASSIGNMENT TO DUTY AT THE DISABILITY DETERMINATION SERVICE.

4. THE CONTRACTOR AGREES THAT THE GUARDS SHALL BE SUBJECT TO ALL STATE AND DISABILITY DETERMINATION SERVICE RULES AND REGULATIONS WHILE ON THE PREMISES OF THE PROTECTED PROPERTY AND MEET AND CONTINUE TO MEET WITH THE APPROVAL OF THE DISABILITY DETERMINATION SERVICE MANAGEMENT. THE CONTRACTOR FURTHER AGREES THAT THE GUARDS SHALL BE COURTEOUS, NEAT, CLEAN AND PRESENTABLE WHEN ON DUTY.

5. THE CONTRACTOR SHALL SUPERVISE THE PERFORMANCE OF THE GUARDS AND SHALL AT UNANNOUNCED INTERVALS CALL ON THE PROTECTED PROPERTY TO DETERMINE THE MANNER IN WHICH THE GUARDS ARE DISCHARGING THEIR DUTIES. REVIEWING SUPERVISORS SHOULD BE INDIVIDUALS OF INTEGRITY WHO HAVE A MINIMUM OF TWO (2) YEARS OF SUCCESSFUL EXPERIENCE IN FIELD SUPERVISION IN CIVILIAN COMMUNITY LAW ENFORCEMENT, MILITARY SERVICE LAW ENFORCEMENT, OR SECURITY, COMMERCIAL, GOVERNMENT, OR INDUSTRIAL GUARD SERVICE SECURITY.

6. THE CONTRACTOR AGREES TO CARRY AND KEEP IN FULL FORCE AT ALL TIMES THE FOLLOWING INSURANCE: GENERAL LIABILITY, (BODILY INJURY, PROPERTY DAMAGE) WITH A MINIMUM OF \$1,000,000 FOR EACH OCCURRENCE AND \$1,000,000 AGGREGATE. THIS CAN BE COVERED BY THE GENERAL LIABILITY BY ITSELF OR TOGETHER WITH THE EXCESS LIABILITY UMBRELLA. THE CONTRACTOR WILL PROVIDE WORKMEN'S COMPENSATION INSURANCE FOR HIS EMPLOYEES THAT IS SUFFICIENT UNDER THE LAWS OF THE STATE OF ALABAMA. THE CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES WITH THE BID, OR THE BID MAY NOT BE CONSIDERED.

7. THE CONTRACTOR WILL BE REQUIRED TO HAVE A LOCAL CONTACT PERSON WITH A LOCAL PHONE NUMBER. THE PHONE SHALL BE MANNED 24 HOURS A DAY, SEVEN DAYS A WEEK. THE PHONE IS TO BE MANNED BY A PERSON WITH THE COMPANY OR AN ANSWERING SERVICE, BUT NOT AN ANSWERING MACHINE. CONTRACTOR MUST RESPOND TO THE PHONE CALLS WITHIN 30 MINUTES OF RECEIPT BY THE ANSWERING SERVICE. THE CONTRACTOR MUST FURNISH PHONE NUMBER TO THE DISABILITY DETERMINATION SERVICE & THE PURCHASING DIVISION PRIOR TO THE ISSUANCE OF PURCHASE ORDER.

8. CODE OF ADMINISTRATIVE PROCEDURE SECTION 355-4-1-04 IS INCORPORATED HERIN BY REFERENCE.

OTHER GENERAL REQUIREMENTS:

**THE GUARD SERVICE MUST HAVE DONE BUSINESS IN THE JEFFERSON/SHELBY COUNTY AREA FOR A MINIMUM OF FIVE YEARS.**

THE CONTRACTOR MUST BE LICENSED BY THE APPROPRIATE MUNICIPAL, COUNTY, AND STATE AGENCIES PRIOR TO SUBMISSION OF THE BID.

THE CONTRACTOR WILL SUBMIT A **MINIMUM OF THREE (3) REFERENCES, TO INCLUDE THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF CONTACTS FROM THE JEFFERSON/SHELBY COUNTY AREA WHERE THEY PROVIDE ARMED GUARD SERVICES.**

THE CONTRACTOR WILL PROVIDE OFF SITE SUPERVISION WITH FREQUENT INSPECTIONS.

THE CONTRACTOR WILL MAINTAIN A MINIMUM OF ONE TRAINED/EXPERIENCED GUARD RESERVE FOR EACH GUARD ASSIGNED TO THE DISABILITY DETERMINATION SERVICE.

THE CONTRACTOR WILL PROVIDE A REPLACEMENT FOR ANY GUARD WITHIN A MAXIMUM TIME PERIOD OF TWO HOURS.

THE CONTRACTOR WILL PROVIDE ADDITIONAL GUARDS AS REQUESTED BY THE DISABILITY DETERMINATION SERVICE.

THE CONTRACTOR SHALL RECEIVE, SECURE, ISSUE AND ACCOUNT FOR ALL KEYS ISSUED FOR ACCESS TO THE BUILDING, OFFICES, EQUIPMENT, GATES, ETC. FOR THE PURPOSES OF THIS CONTRACT.

THE CONTRACTOR WILL BE REQUIRED TO PUBLISH A COMPREHENSIVE "POST ORDER" WITHIN 14 DAYS OF ISSUANCE OF A PURCHASE ORDER.

9. THE DIRECTOR OR ADMINISTRATOR OF THE DISABILITY DETERMINATION SERVICE HAS THE RIGHT TO HAVE A GUARD REMOVED BY THE CONTRACTOR ON A ONE DAY NOTICE AND REPLACED WITH ANOTHER GUARD, IF HE DEMONSTRATES UNSATISFACTORY PERFORMANCE, OR ANY OTHER REASON THAT IS DEEMED NECESSARY FOR REMOVAL.

10. CONTRACTOR IS TO INCLUDE WITHM BID PROOF OF HAVING A TRAINING PROGRAM, WHETHER IT IS A LETTER FROM THE TRAINING AGENCY OR FROM DESCRIPTIVE



LITERATURE SUBMITTED BY THE CONTRACTOR. THIS IS TO ACCOMPANY BID, OR BID MAY NOT BE CONSIDERED.

TRAINING AND EXPERIENCE REQUIREMENTS:

EACH GUARD MUST HAVE A WORKING KNOWLEDGE OF LOCAL AND STATE STATUTES ON LAW ENFORCEMENT AND PUBLIC SAFETY. EACH GUARD MUST HAVE HAD TRAINING AND EXPERIENCE IN HUMAN RELATIONS, REPORT WRITING, CROWD MANAGEMENT AND CONTROL. THE CONTRACTOR SHALL INSURE THAT ALL ARMED GUARD SERVICE PERSONNEL ARE PROPERLY TRAINED IN THE HANDLING OF FIREARMS AND ARE PROFICIENT IN THE USE OF FIREARMS.

CERTIFICATION OF A GUARD'S TRAINING, AS REQUIRED TO COMPLY WITH THIS BID, WILL BE SUBMITTED TO THE DDS SECURITY OFFICER AT THE TIME OF THE GUARD'S ASSIGNMENT AT THE DISABILITY DETERMINATION OFFICE.

11. THE DISABILITY DETERMINATION SERVICE RESERVES THE RIGHT TO SCREEN ALL UNIFORMED GUARDS BEFORE THEIR PLACEMENT.

12. THE GUARD WILL BE REQUIRED TO DO PERIODIC PATROLING OF THE BUILDING & ADJOINING PREMISES. THE GUARD WILL BE REQUIRED TO CHECK EMPLOYEE IDENTIFICATION BADGES & MAINTAIN VISITORS LOG. THE GUARD WILL BE REQUIRED TO MAINTAIN A LOGBOOK TO RECORD ANY INCIDENT THAT MAY OCCUR DURING HIS DUTY PERIOD. **THE GUARD WILL MONITOR THE CLOSED CIRCUIT AND ALARM SECURITY SYSTEM.** THE GUARD WILL PERFORM ANY OTHER DUTIES DEEMED NECESSARY BY THE DISABILITY DETERMINATION SERVICE TO MAINTAIN SAFETY & SECURITY.

13. CONTRACTOR IS TO INSURE THAT ALL GUARD PERSONNEL MEET THE FOLLOWING MINIMUM INDIVIDUAL GUARD REQUIREMENTS:

HAVE A HIGH SCHOOL DIPLOMA OR G. E. D.,

BE A CITIZEN OF THE UNITED STATES.

BE ABLE TO READ, WRITE, AND SPEAK ENGLISH;

MUST BE COMPUTER LITERATE.

HOLD A VALID PERMIT TO CARRY A PISTOL. MINIMUM AGE 21.

BE CAPABLE OF STANDING FOR PROLONGED PERIODS OF TIME,

**BE FREE OF ANY PHYSICAL IMPAIRMENT. THE GUARD WILL BE REQUIRED TO POSSESS THE KNOWLEDGE AND ABILITY TO PERFORM ALL REQUIRED GUARD SERVICE DUTIES.**

THE GUARD MUST BE PHYSICALLY CAPABLE OF MAINTAINING ORDER IN STRESSFUL, CONFRONTIVE DANGEROUS SITUATIONS AND OF REMOVING FROM THE AGENCY DISRUPTIVE, UNRULY PERSONS.

HEALTH AND PHYSICAL REQUIREMENTS:

IF THE CONTRACT IS EXTENDED OR AWARDED TO THE CONTRACTOR, THE EMPLOYEES WILL BE REQUIRED TO PASS AN ANNUAL PHYSICAL EXAMINATION GIVEN BY A LICENSED PHYSICIAN OR HEALTH CARE PROFESSIONAL. EMPLOYEES SHALL BE FREE FROM ANY COMMUNICABLE DISEASE. DISTANT VISUAL ACUITY IN EACH EYE SHALL BE CORRECTABLE TO 20/30 (SNELLEN OR EQUIVALENT) IN THE BETTER EYE WITH EYEGLASSES OR CONTACT

LENSES. IF UNCORRECTED DISTANCE VISION IS NOT AT LEAST 20/40 IN THE BETTER EYE, THE INDIVIDUAL SHALL CARRY AN EXTRA PAIR OF CORRECTIVE LENSES. NEAR VISUAL ACUITY, CORRECTED OR UNCORRECTED, SHALL BE AT LEAST 20/40 IN THE BETTER EYE. FIELD OF VISION MUST BE AT LEAST 70 HORIZONTAL DEGREES IN EACH EYE. THE USE OF CORRECTIVE EYEGLASSES SHALL NOT INTERFERE WITH THE INDIVIDUAL'S ABILITY TO EFFECTIVELY PERFORM ASSIGNED GUARD DUTIES. WHERE CORRECTIVE EYEGLASSES ARE REQUIRED, THEY SHALL BE OF THE SAFETY GLASS TYPE. GUARD SERVICE EMPLOYEES SHALL BE CAPABLE OF HEARING ORDINARY CONVERSATION AT 20 FEET AND WHISPERED CONVERSATIONS AT 10 FEET WITHOUT THE BENEFIT OF ARTIFICIAL HEARING DEVICES. A HEARING AID IS ACCEPTABLE PROVIDED SUITABLE TESTING PROCEDURES DEMONSTRATE AUDITORY ACUITY EQUIVALENT TO THE ABOVE STATED REQUIREMENT. THE USE OF A HEARING AID SHALL NOT DECREASE THE EFFECTIVE PERFORMANCE OF THE INDIVIDUAL'S ASSIGNED GUARD DUTIES. INDIVIDUALS SHALL HAVE NO ESTABLISHED MEDICAL HISTORY OR DIAGNOSIS OF HABITUAL ALCOHOLISM OR DRUG ADDICTION. WHERE SUCH A CONDITION HAS EXISTED, THE INDIVIDUAL SHALL PROVIDE A CERTIFIED DOCUMENTATION OF HAVING COMPLETED A REHABILITATION PROGRAM WHICH WOULD GIVE A REASONABLE DEGREE OF CONFIDENCE THAT THE INDIVIDUAL WOULD BE CAPABLE OF PERFORMING ASSIGNED GUARD SERVICE DUTIES. ONCE A YEAR, THE CONTRACTOR SHALL RANDOMLY TEST AND ANALYZE EVERY EMPLOYEE FOR THE DETECTION OF ILLEGAL USE OR ABUSE OF DRUGS FOR THE DURATION OF THE CONTRACT. DRUG TESTING WILL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TEST RESULTS SHALL BE MADE AVAILABLE TO THE DDS UPON REQUEST.

CERTIFICATION OF A GUARD'S PHYSICAL FITNESS WILL BE SUBMITTED TO THE DDS SECURITY OFFICER AT THE TIME OF THE GUARD'S ASSIGNMENT AT THE DISABILITY DETERMINATION SERVICE.

ADDITIONAL BID INFORMATION:

THE CONTRACT PRICE OR CONTRACT UNIT PRICE LABOR RATES WILL BE ADJUSTED TO REFLECT THE CONTRACTOR'S ACTUAL INCREASE OR DECREASE IN APPLICABLE WAGES AND PAYROLL TAXES DUE TO AN INCREASE IN THE FEDERAL MINIMUM WAGE THAT SHALL BECOME APPLICABLE DURING THIS CONTRACT UNDER LAW.

THE DISABILITY DETERMINATION SERVICE WILL NOT BE RESPONSIBLE IN ANY WAY FOR DAMAGE TO OR LOSS OF THE CONTRACTOR'S EQUIPMENT KEPT IN OR NEAR THE DDS PROPERTY, OR THE CONTRACTOR'S EMPLOYEES PERSONAL BELONGINGS BROUGHT ONTO DDS PREMISES; OCCASIONED BY FIRE; THEFT; ACCIDENT OR OTHERWISE.

**THE CONTRACTOR WILL BE REQUIRED TO ATTEND A PRE-BID MEETING OF VENDORS AT THE DISABILITY DETERMINATION SERVICE BUILDING IN BIRMINGHAM AT A TIME ESTABLISHED BY THE DISABILITY DETERMINATION SERVICE TO VIEW THE PREMISES TO BE PROTECTED AND TO GAIN AN UNDERSTANDING OF THE BID REQUIREMENTS.**

**A SIGNED STATEMENT OF ATTENDANCE AT THIS PRE-BID MEETING MUST BE SUBMITTED WITH THE BID. AUTHORIZED SIGNEES ON THIS STATEMENT INCLUDE DDS EMPLOYEES: DAYLE DONALDSON, DON CHAPMAN, TOMMY WARREN OR MARGARET JEFFERSON.**

CONTRACT PERIOD: FROM DATE OF AWARD THRU SEPT. 30TH OF THE FOLLOWING YEAR, UNLESS OTHERWISE SPECIFIED ON BID.

NOTE: DESCRIPTION LITERATURE, INSURANCE CERTIFICATE, REFERENCES, PROOF OF LICENSURE OF BUSINESS, TRAINING PROGRAM PLUS ANY SUPPLEMENTAL INFORMATION MUST BE SUBMITTED WITH THE BID OR THE BID MAY BE REJECTED. REFERENCE TO ANY OF THE ABOVE SUBMITTED WITH A PREVIOUS BID OR ON FILE WITH THE PURCHASING DIVISION WILL NOT SATISFY THIS REQUIREMENT.



STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR: GUARD SERVICE - BHAM

INVITATION TO BID NO: 2207981 ADDENDUM NO: 01

REQ. AGENCY : 008000  
DEPARTMENT OF EDUCATION  
AGENCY REQ. NO. :  
T-NUMBER : TA018  
DATE ISSUED : 09/08/09  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1420077  
BUYER NAME : KATHY MOORE  
BUYER PHONE NO. : (334) 242-7040

BID MUST BE RECEIVED BEFORE:  
DATE: 09/21/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/22/09 TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2207981 )

PLEASE GO TO ITB 09-X-2207981 FOR SPECIFICATIONS. LEFT OFF ORIGINAL

A WALK THROUGH IS MANDATORY AND WILL BE HELD 9-15-09 AT 10:00 A.M.  
2545 ROCKY RIDGE LANE  
BIRMINGHAM, AL 35216

KGM

\* \* \* \* \* END OF ADDENDUM \* \* \* \* \*

#### STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT IT MUST BE SIGNED IN INK AND RETURNED  
(UNLESS INDICATED OTHERWISE) WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND  
RECEIVED PRIOR TO DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
NOT REQUIRED

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

MAIL ADDRESS

TYPE/PRINT AUTHORIZED NAME

CITY, STATE, ZIP

PHONE INCLUDING AREA CODE